

REQUEST FOR PROPOSALS

FOR

Organics Processing Feasibility Study

ISSUED BY:



Humboldt Waste Management Authority

**1059 West Hawthorne Street
Eureka, CA 95501**

February 17, 2025

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1.0 GENERAL INFORMATION

1.1 Humboldt Waste Management Authority

Established in 1999, the Humboldt Waste Management Authority (HWMA) is a Joint Powers Authority (JPA) comprised of six Member Agencies (the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell, and the County of Humboldt) responsible for receipt, management, and disposal of Members' solid wastes, and to act as a regional focal point for waste diversion programs and services. One of the primary goals of the HWMA is to provide cost-effective waste reduction, recycling, and solid waste disposal services and programs to Members. The cities of Fortuna and Trinidad are not members of the HWMA.

1.2 Statement of Purpose:

The Humboldt Waste Management Authority is soliciting proposals from one or more firm(s) with which to contract for the following services:

Develop, conduct, and deliver a study on the feasibility of implementing the processing of food waste into HWMA's current waste management system. The Feasibility Study should include, but not be limited to, a review of national best practices, pilot project(s) with processing, marketing of resulting compost, and recommendations for full-scale implementation. The proposed Scope of Service should include but not be limited to an evaluation of the HWMA's current operations, practices, and procedures as they relate to on-site processing of organic waste.

The Feasibility Study should also include potential challenges that could be faced, along with funding requirements and potential partnerships as part of a full implementation plan. The study should include financial models and outlooks to introduce full scale organics processing in-County as well as a project approach to a full implementation plan. National case studies of successful organics processing projects should be reviewed and presented, along with recommended implementation strategies related to the findings.

The Feasibility Study should address current and future plans by other regional partners for organics collection and processing.

A thorough Study will also assess potential public private partnerships and potential structures for those partnerships.

Other elements to include:

- An assessment of organic material feedstocks, including volumes and seasonality,

- Explore potential residential and commercial customers to provide feedstocks and as end users of the products produced,
- Business case evaluations of different options,
- Regulatory requirements associated with potential organics processing options, and
- General site requirements including, appropriate size, zoning, and permitting options.
- Consider future population growth in Humboldt County

1.3 Organization of the RFP

General information regarding the RFP purpose, process, and schedule are provided in the following sections.

- **Section 1** contains General Information to assist Proposers in understanding the current and proposed services required, including general information about HWMA and its Members.
- **Section 2** contains Proposal Considerations such as the rights of the HWMA, consequences of Contractor’s submission of their proposal, costs to prepare a proposal, and the proposal schedule.
- **Section 3** presents Background Information regarding current management practices of waste management within Humboldt County.
- **Section 4** Scope of Services, describes the work and services covered by this RFP.
- **Section 5** details the timeline to arrive at an Agreement, and terms and conditions for the requested services.
- **Section 6** discusses the RFP Proposal Requirements to be submitted by the Proposer.
- **Section 7** describes the Cost Proposal and Compensation required for submittal for this RFP and the Proposer’s compensation and payment method to be employed by the HWMA.
- **Section 8** describes the Proposal Evaluation and Proposer selection process to be followed by the HWMA.
- **Section 9** presents the Proposal Submittal Instructions to be followed by Proposers for submittal of their RFP.

2.0 PROPOSAL CONSIDERATIONS

2.1 HWMA Rights

In issuing this RFP HWMA retains, but is not limited to, the following rights.

- To issue addenda to the RFP, including extending or otherwise revising the timeline for submittals.
- To withdraw, reissue or modify the RFP.
- Withdrawing the RFP at any time during the procurement process
- Requesting clarification or additional information from the Proposers at any time during the procurement process.
- Execution of an Agreement with the successful Proposer on the basis of the original proposals and/or any other information submitted by the Proposers during the procurement process.

- Rejection of any or all proposals, waiving irregularities in any proposals, accepting, or rejecting all or part of any proposals, and waiving any requirements of the RFP, as may be deemed in the best interest of the HWMA.
- Negotiate with more than one Proposer.

Accepting a proposal that does not offer the lowest cost but offers the best overall proposal, which the HWMA determined is in the best interest of the HWMA and its Member Agencies based on the Proposer's qualifications, operations proposal, financial strength, and willingness to accept the Agreement terms, as well as its cost proposal.

Discontinuing negotiations after commencing negotiations with a selected Contactor if progress is unsatisfactory in the sole judgment of the HWMA and commencing negotiations with another qualified Proposer.

2.2 Obligations of Submission of Proposal

Proposers submitting a Proposal understand that:

- Proposal submission constitutes an incontrovertible representation and warranty by Proposer that the Proposer has investigated all aspects of the RFP.
- Proposer is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements.
- Proposer has read and understands the RFP and complied with every requirement.
- Without exception, the proposal is premised upon performing and furnishing the services and equipment required by this RFP and Agreement and as such means, methods, techniques as may be indicated or required by this RFP and Agreement.
- Proposer submittal of an RFP, and/or any addendums, are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance and furnishing services of the project.

Submission of a Proposal shall not be deemed an agreement between the Proposer and the HWMA, and the following provisions apply:

- HWMA shall not be obligated to respond to any proposal submitted, nor is bound in any manner by the submission of a proposal by a Proposer.
- Acceptance of a proposal by the HWMA obligates the Proposer to enter into good faith Agreement negotiations on the proposal submitted.
- The Agreement shall not be binding or valid against the HWMA unless and until it is executed by the HWMA Board and the selected Proposer, and the Proposer's performance bond or other surety has been accepted.

2.3 Proposal Costs

Costs of investigating, preparing, and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the HWMA. HWMA will not reimburse any Proposer for any costs associated with the preparation and submission of

proposals or expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with the HWMA.

2.4 Proposal Schedule

The HWMA intends to adhere to the schedule provided in Table 1 during the selection process. This schedule may change at the HWMA's sole discretion.

TABLE 1: PROCUREMENT SCHEDULE

<i>Task</i>	<i>Date</i>
RFP Released for Solicitation Period.	February 17
Pre-Proposal Conference	March 3-6
Deadline to submit written questions and clarifications by Proposers.	March 17
HWMA will issue to Proposers: response to written questions and RFP addendum if necessary.	March 24
PROPOSAL DUE	April 7 3pm
HWMA Evaluation Committee may request clarification of proposals.	
HWMA Evaluation Committee may interview shortlisted Proposer(s).	
HWMA Evaluation Committee Recommends Preferred Contractor(s) to Board of Directors.	May 8
HWMA and Contractor(s) complete negotiations with Contractor.	May
HWMA Board of Directors to Approval Final Agreement	June 12
PROPOSER TO COMMENCE SERVICES.	By July 1, 2025 or sooner

**The HWMA retains the rights to modify and/or amend dates as necessary.*

2.5 Anti-Collusion Statement

A sworn anti-collusion statement is included as *Attachment 2* as part of the proposal package. The HWMA requires that a non-collusion statement be made as a sworn affidavit executed and sworn before a person who is authorized to administer oaths by laws of the State. This certification is required as important evidence in the event that collusion or bid rigging is discovered at a later date. If any Proposer submits a false statement, sanctions may then be taken against the Proposer.

2.6 Conflict of Interest

The Proposer must disclose any contractual relationship that exists, or has existed, between the Proposer and a predecessor organization of the Proposer, or a sub-contractor included in the Proposer's response to this RFP, and the HWMA or its Member Agencies. Proposers must also disclose any existing business or personal relationship between the Proposer, its principals, or

any affiliate or subcontractor, and the HWMA, its Member Agencies, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The HWMA will make the final determination regarding the existence of a conflict of interest.

2.7 Proposals and Public Records

Until selection by HWMA of a Proposer, proposals shall be held in confidence and not subject to public review. After selection of a Proposer, all proposals will become public records and subject to disclosure as required under the California Public Records Act (Government Code §7920.000 et seq). Notwithstanding the foregoing, certain portions of short-listed proposals may be tabulated and presented to the HWMA Board together with proposal rankings and recommendations to inform the HWMA Board's decision-making in selecting a single proposal.

Proposers who believe portions of their proposals are subject to an exemption from disclosure shall clearly mark or label such content as "Confidential" in order to assist HWMA in the event of a Public Records Act request. However, HWMA will make its own evaluation under the Public Records Act of what content in the proposal, if any, is exempt from disclosure. By submitting a proposal, the Proposer hereby holds harmless and agrees to indemnify HWMA, its officials, officers, employees, and agents from and against any losses of any type arising out of actions taken by HWMA in response to any request to review the proposals.

2.8 Proposer Code of Conduct

Proposers are required to follow the "Proposer Code of Conduct" as a result of submitting an RFP. The Code of Conduct for Proposers includes the following:

- Prohibits ex-parte communications with HWMA Board members, elected officials of Member Agencies, or Member Agency staff members; and
- Prohibits giving any gift or monetary compensation to an HWMA Board member, HWMA staff member, Member Agency staff members or its agents; and
- Prohibits collaboration or discussion with other Proposers of the content of the proposal or rates proposed.

Failure to abide by the above will result in Proposals being disqualified.

3.0 BACKGROUND INFORMATION

Municipal solid waste management, disposal and diversion services are handled through a combination of private and public providers. Waste management services are administered through individual City and County collection programs, and for certain services, such as transportation and disposal of solid waste, on a multi-jurisdictional basis by HWMA.

Curbside Collection:

Jurisdictions enter into individual franchise collection agreements with one of three curbside haulers for the collection of solid waste, recyclables and green waste (where available). Collection haulers include: Humboldt Sanitation, Recology, and Tom’s Trash.

HWMA Member Agencies are obligated to direct their solid waste materials to HWMA’s Hawthorne Street Transfer Station or an HWMA approved satellite transfer station. Non-member agencies direct their hauler to transport solid waste and recyclables to designated transfer stations.

Not all of the Humboldt County unincorporated areas are offered curbside collection services. This is due primarily to the large geographic area and low-density population that is unable to support affordable collection services. Residents in these areas self-haul their solid waste and recyclables to a transfer station for management and disposal.

Table 1: Jurisdiction, Collection Haulers & Services

Jurisdiction	Collection Hauler	Collection Services			Universal or Voluntary Collection
		Solid Waste	Curbside Recyclables	Green Waste	
Arcata	Recology	✓	✓	✓	Universal (voluntary Greenwaste)
Blue Lake	Humboldt Sanitation	✓	✓		Voluntary
Eureka	Recology	✓	✓	✓	Universal (voluntary Greenwaste)
Ferndale	Recology	✓	✓	✓	Voluntary
Fortuna	Recology	✓	✓	✓	Voluntary
Rio Dell	Recology	✓	✓	✓	Voluntary
Trinidad	Humboldt Sanitation	✓	✓		Voluntary
Unincorporated County Collection Areas					
Greater Arcata Area	Recology	✓	✓	✓	Voluntary
Greater Eureka Area	Recology	✓	✓	✓	Voluntary
Fieldbrook/Blue Lake	Recology	✓	✓	✓	Voluntary
Northwest Humboldt (McKinleyville and north to Orick)	Humboldt Sanitation	✓	✓		Voluntary

Willow Creek	Tom's Trash	✓	✓		Voluntary
Holmes/Redcrest	Recology	✓	✓		Voluntary
Weott/Myers Flat	Recology	✓	✓		Voluntary
Garberville	Recology	✓	✓		Voluntary

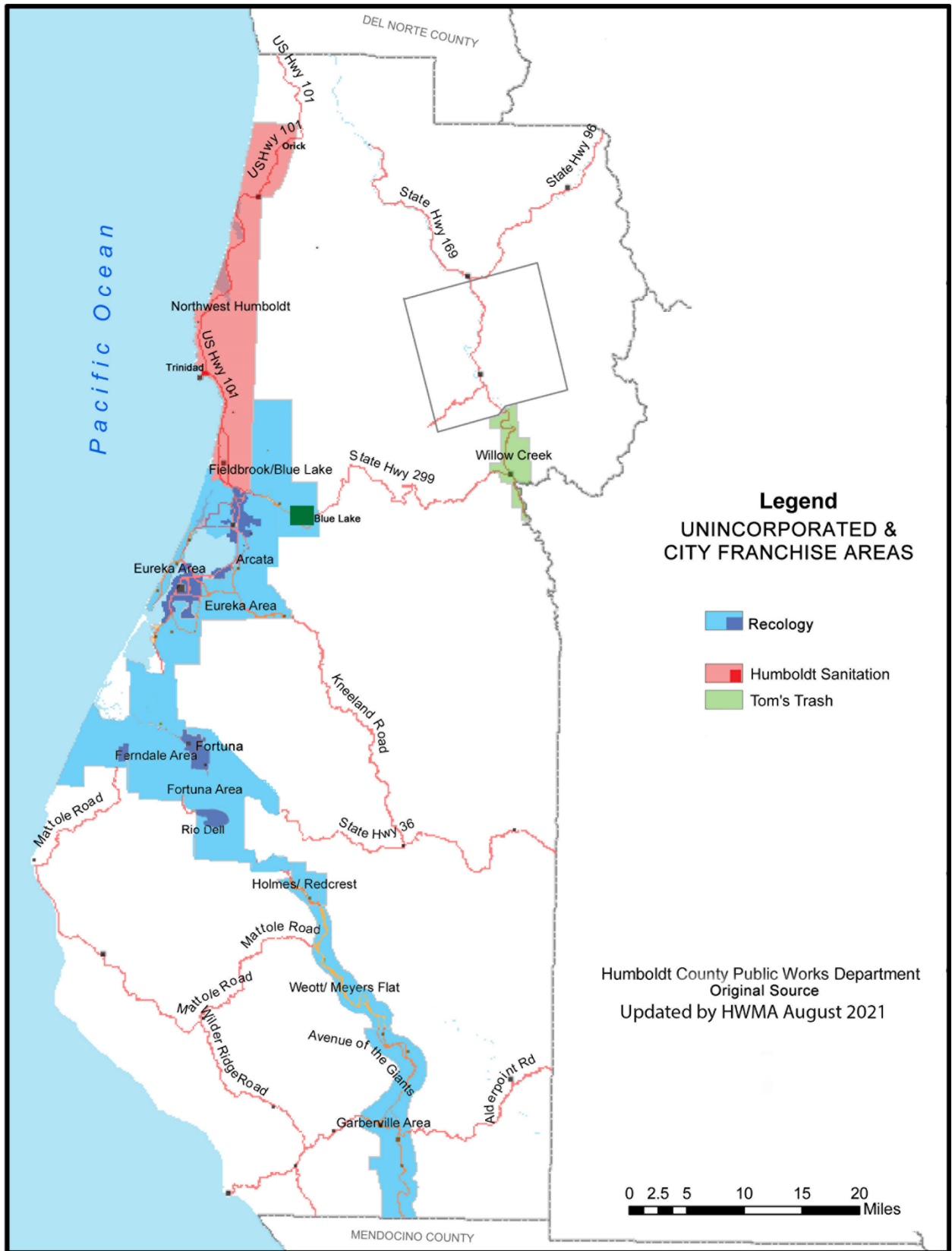


Figure 1: Humboldt County Map and Franchise Collection Areas

Solid Waste Tonnage Information by Jurisdiction

As reported to CalRecycle for 2020 calendar year, tons of solid waste disposed at landfill are:

Jurisdiction	Tons to Landfill
Arcata	8,799
Blue Lake	826
Eureka	31,886
Ferndale	1,156
Fortuna	10,866
Rio Dell	1,575
Trinidad	426
Unincorporated Humboldt	50,692
Total Annual Tonnage	106,226

Transfer Stations & Services:

Three privately and one publicly owned transfer stations accept curbside collected and self-hauled materials from solid waste haulers, contractors and the general public. Some transfer stations also accept materials collected from rural container sites, and this tonnage is reflected in the overall transfer station tonnage. All solid waste is transferred into trailers and hauled to out-of-county landfills.

Humboldt Sanitation: accepts approximately 20,000 tons annually of solid wastes, green wastes, recycling and special materials from member and non-member agencies.

HWMA Hawthorne Street Transfer Station: accepts approximately 71,000 tons annually of solid wastes, green wastes, recycling, household hazardous wastes and special materials from member agencies.

Recology Eel River Transfer Station: accepts approximately 28,000 tons annually of solid wastes, green wastes, recycling and special materials from member and non member agencies.

Redway Transfer Station: accepts approximately 5,700 tons annually of solid wastes, green wastes, recycling and special materials from member agencies.

Material Recovery Facility (Recycling Only):

Recology Humboldt : Mixed recycling sorting and processing facility that accepts approximately 14,000 tons of mixed recycling from HWMA member agencies and non member jurisdictions

Organics Processing Facilities:

Humboldt Organics Solutions: permitted green waste only processing into composted materials. Total annual tonnage accepted is approximately 16,000 tons with 4,500 tons coming from non-member agency sources.

There are several other small organic processors that include Blue Lake Rancheria, North Coast Co-Op, Full Cycle Compost, The Local Worm Guy, as well as individual residential composters. Tonnage information is not available at this time.

Biosolids Composting from Wastewater Treatment Plants

Waste water treatment plants located in Arcata, Eureka and Fortuna treat waste water and regularly remove and compost biosolids from their respective anaerobic digesters.

Transportation and Disposal to Out-of-Area Landfills:

There are no operating landfills in Humboldt County. All solid waste is transported to landfills located out-of-county.

- Dry Creek Landfill (White City, Oregon):
 - All HWMA solid waste and Humboldt Sanitation.
- Anderson Landfill (Anderson, CA):
 - Includes Fortuna and Redway material, and self-hauled by independent haulers.
- Potrero Hills Landfill (Suisun City, CA):
 - Incidental materials by self-haulers or HWMA material in the event of emergency which closes Hwy 101.

Waste Characterization Study

In 2010-2011 and again in 2019-2020, the HWMA completed a comprehensive two season waste characterization study by contracting with Cascadia Consulting Group to perform detailed audits of customer wastes. Member agencies used the information from this audit to prioritize efforts to meet state jurisdiction diversion goals and specific actions within their jurisdictions. These reports are available on the HWMA website or by request.

4.0 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

The HWMA is seeking a qualified consultant to provide a detailed study on the feasibility of adding an in-county organics processing facility to the HWMA's current existing waste

management service offerings. The Feasibility Study should consider public-private partnerships, a regional approach to organics, and/or other innovative recommendations to reduce food/organic waste. The selected contractor's recommendations must meet all local ordinances and state regulations related to waste collection and diversion, and at a minimum include performance of the tasks as described below.

4.1 Information Gathering

Meet with HWMA and Jurisdiction staff to discuss desired end-goal, expectations, success measures, project purpose and short and long-term implementation goals.

Review the existing waste management system including, but not limited to, current service levels, offerings and collection methods, policies and procedures, operational practices, applicable ordinances, laws and regulations, existing infrastructure, customer data, participation rates, tonnages, waste composition, capital and operational expenditures, revenue, and personnel and equipment data.

4.2 Service Feasibility Assessment

The HWMA's jurisdictions provide some residential curbside yard waste collection and the HWMA manages the current contract for yard waste processing services.

The selected contractor will assess the feasibility of incorporating food waste into the current operation and infrastructure of the HWMA's current waste management structure.

4.3 Market and Infrastructure Analysis

Analyze and report-on an extensive review of current and emerging food diversion and organics program trends in both global and local markets. This analysis should include, but is not limited to, customer demographics, participation rates, waste characterization data, industry opportunities, challenges, and risks, best practices, external market factors, benchmarking, and an evaluation of the capacity and infrastructure to support an organics food waste program locally.

Comparative analysis must include the following resource types and supporting information:

- JPAs, Cities or Counties of similar size and demographic makeup
- Contact information for case studies cited

4.4 System and Design Recommendations

The selected contractor will use the information gathered, market analysis data, and pilot results (if applicable) to provide tailored recommendations for implementation of a Countywide food waste organics program. Countywide implementation of a curbside organics program may require a phased, multi-year project plan.

Recommendations must include, but not be limited to, the following information:

- Projected timeline inclusive of the time needed to execute pilot studies ahead of full implementation
- Projected expenses

- A community engagement, outreach, and education plan
- Infrastructure, personnel, and equipment changes needed
- Policy, procedure, process, and/or City ordinances changes needed
- Consideration of current regional partners' organics recycling plans
- Long-term plans to benchmark and track data such as greenhouse gas emissions and other climate action data points
- Market and economic opportunities for processing materials

4.5 Financial Considerations

Deliverables must include financial modeling and revenue analysis that evaluate the long-term financial sustainability of incorporating Organics processing into the HWMA's current operations. The model will include a multi-year financial management plan of no less than 10 years inclusive of potential fee adjustments, projected revenues, expenses, and fund balance estimations. This task will include reviewing historical budget and expense data, projected capital improvement projects and associated funding sources, existing debt service and coverage ratios, available and recommended operating, capital, and debt service reserves, and any financial policies and reserve requirements dictated by the HWMA board or their policies.

Analysis should also consider population growth to determine how these factors may affect tonnage projections. Current and projected market rates for processing costs and expenses should also be considered.

5.0 AGREEMENT ARRANGEMENTS

The procurement schedule in Table 1 outlines the time schedule for proposal evaluations, recommendation, and selection of the most responsive Proposer, and to negotiate and execute an agreement with the HWMA. The attached draft Agreement provides Proposers an outline of the terms and conditions of the requested services, and the HWMA's roles, responsibilities, and obligations. It is expected that the term of the final agreement will contain a provision to allow two 5-year extensions at the sole discretion of the HWMA.

The HWMA is interested in selecting a Proposer that is willing to negotiate and execute an Agreement in a timely manner.

6.0 SUBMITTAL INSTRUCTIONS

Proposers are required to provide all information requested in this section, requested attachments and addendum items, if any, as part of their proposals. Failure to provide all required information as listed below may be grounds for rejection of a proposal as nonresponsive.

6.1 Qualifications Response

1. State the name and address of the company that will be entering into the Agreement with HWMA, and the name, address, phone number, fax number, e-mail address, and title of person to be contacted regarding the Proposal. Provide the names of any other company (ies) or firms that will share significant responsibilities as team members in performing under the Agreement.
2. Describe your company and staff qualifications as they relate to successfully providing composting, digestion, processing, and marketing of organic material.
3. Describe how the company fosters innovation and high-quality performance with proven examples.
4. Describe any proposed partnerships that could support or enhance organics diversion efforts.
5. If companies are submitting as a team, describe any prior successful working arrangements involving similar types of services for similarly sized communities.

6.2 Company Information

At a minimum, provide a detailed description of your company and its qualification to provide the requested services in the RFP.

1. Describe services provided currently, or in the past, to other jurisdictions that are directly relevant to services described in this RFP, including descriptions of relevant contracts and the dates the service was provided.
2. Provide the name, telephone number, and address for three (3) municipal clients serviced by the Proposer as references for your experience for the services requested in the RFP.

6.3 Key Personnel

Provide detailed information on the Company's personnel to enable the HWMA to determine the Company's personnel qualifications and experience to implement the requested services in this RFP.

1. Provide names and resumes of principal officers, partners, or other officials of the company who will perform significant responsibilities required under the RFP.
2. Identify the names of individual(s) who will implement the Agreement, and include resumes for each key individual responsible for implementation of the Agreement.

3. Describe relevant technical experience of key personnel, how long they have been with the company and their backgrounds in solid waste transfer, organics recycling processing, materials marketing services, and customer service.

6.4 Compliance, Litigation and Debarment History

1. Provide detailed information regarding the Proposer's litigation history. Has any company, partner, or subsidiary proposing on this RFP or any corporate officer been involved within the past ten (10) years in litigation arising from:
 - a. Violation of environmental laws, regulations, permits, or federal antitrust laws; and
 - b. Connection with allegation of corrupt practices.
2. Has any company, partner, or subsidiary in this venture, or any corporate officer, been the subject of any enforcement action, order, decree, or notice of violation of any environmental laws, regulations, or permits? If an answer is "yes," please explain fully.
3. Provide details of any past or pending litigation against the Proposer or its parent company or joint venture company (ies) by a governmental entity contracting with the Proposer or its parent for services relating to waste management services, or against such a governmental entity by the Proposer or its parent company or joint venture in the past five (5) years. Failure to disclose an accurate litigation history may result in disqualification of the proposal.
4. Proposer must provide information detailing its worker safety record for the past five (5) years for the company and its affiliates in California or pertinent State(s) where it operates.
5. The worker safety record information will include, but not be limited to, employee safety metrics commonly used in the industry such as the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.

6.5 Financial Response

1. Demonstrate that the Proposer has financial resources sufficient to undertake the development, operations, and maintenance of the proposed services for the term of the agreement and longer.
2. Provide audited financial statements, including income and balance sheets for the contractually responsible party and any parent company and joint venture company (ies), for the most recent three (3) complete fiscal years and an audited statement through the most recently completed quarter of the current fiscal year.

3. Provide a statement from the chief financial officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent or owners if they are providing financial assurance of performance) since the date of the last audited statements.

6.6 Proposal Alternatives and Exceptions

Proposer shall present any exceptions or requested changes that Proposer has to the Proposal conditions, requirements, or Section 4 Scope of Service. If no exceptions are noted, it is assumed the Proposer will accept all conditions and requirements identified in the RFP.

In the event the Proposer takes exception to the RFP specifications or wishes to propose an alternative technology, to propose the development of a new facility, or to propose the expansion of processing capacity at an existing operation, they may set forth those exceptions in their overall proposal, but are required to provide details as outlined in Section 4.

6.7 Additional Operational Information

Proposers may provide any additional information that they believe to be applicable to their proposal.

6.8 Agreement Acceptance Response

The HWMA is interested in selecting a Proposer who is prepared to negotiate and execute an Agreement in a timely manner.

7.0 COST PROPOSAL

Provide a cost proposal that shall consist of a “not to exceed” price quotation along with the current fee schedule and applicable hourly rates, which shall be bound as part of the proposed scope of services. The cost proposal shall be provided in a table format that identifies the key project team member(s) proposed for each task and subtask, the number of hours for management, drafting, support personnel hours, sub-consultants and costs envisioned for each task. These costs should be presented in a way that tasks and their associated costs are easily recognizable so jurisdictions may pick and choose what services they wish to have provided

Suggestions for optional services to better accomplish HWMA’s objectives will be considered but should be priced separately from the price provided for the basic services described in this RFP.

Although revisions to the HWMA’s standard “*Agreement for Professional Consulting Services*” and/or insurance requirements as described in Attachment are discouraged, you may submit proposed exceptions or revisions your firm has to the standard agreement terms, together with explanation(s) for the revision(s).

8.0 PROPOSAL EVALUATION AND PROPOSER SELECTION

8.1 Proposal Evaluation Procedures

Proposals will be evaluated based on their responsiveness, content, completeness, and clarity. Specific evaluation criteria has been developed that will focus on evaluating the information requested in the RFP. Proposals will be evaluated based on the extent to which they meet evaluation criteria.

Proposals will be evaluated by a RFP Evaluation Committee (RFP Committee). Each evaluator will review all proposals received using a set of established evaluation criteria that will be applied to identify the relative strengths and weaknesses of individual proposals.

The ratings from the RFP Committee evaluators will be compiled to determine a preliminary ranking of the proposals based solely on the evaluation criteria. After initial evaluation of proposals and preliminary ranking, the RFP Evaluation Committee may prepare a list of the top-ranking Proposers to be interviewed.

Invitations may be issued to Proposers to make oral presentations to and/or interviews with the Evaluation Committee. Site visits to Proposer's representative facilities by RFP Committee members may also be conducted as part of the selection process.

Based on the contents of submitted proposals, the results of interviews and oral presentations and site visits, if conducted, along with any other information requested by the HWMA, the Evaluation Committee will prepare a final ranking of the Proposers and present their rankings and recommendations to the HWMA Board of Directors. After the HWMA Board reviews and approves their selected Proposer, HWMA staff will enter negotiations with the selected Proposer to develop an agreement that provides the services outlined in this RFP. The final agreement will be presented to the Board for approval.

In the event the negotiations with the selected Proposer are unsuccessful, HWMA may designate another Proposer from the list of shortlisted Proposers and enter negotiations with that Proposer(s).

8.2 Proposal Evaluation Criteria

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is satisfied relative to other proposals. The evaluation criteria and maximum score that can be achieved for each criterion are presented in Table 2.

Table 2: Proposal Evaluation Criteria and Maximum Evaluation Score

Proposal Evaluation Criteria	Maximum Evaluation Score
Qualifications and Experience	30
Understanding of Relevant Objectives & Requirements	30
Ability to Provide High-Quality, Cost-Effective Services	20
Interview (Short Listed Proposers)	20
Total Maximum Score Up To	100

The potential factors that may be considered by the proposal Evaluation Committee when developing the score for each criterion are presented below. Proposer must be fully compliant with the RFP and procurement procedures as demonstrated by submittal of all elements required including completion of the proposal cost form and compliance with proposal submission process.

Qualifications and Experience (Maximum 30 points)

- Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subcontractors that will be responsible for providing the Services set forth in this RFP.
- The number of staff members employed by the proposed, and each subcontractor included in the Project Team, that are currently providing services equivalent to those set forth in this RFP.
- The Project Team’s overall experience in providing services equivalent to those set forth in this RFP.
- The Project Team’s overall knowledge of the requirements pertaining to the provision of services equivalent to those set forth in this RFP.
- The qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in the RFP, including, job titles, responsibilities, special training, licenses, certifications and resumes of all key personnel that will be responsible for providing the Services set forth in this RFP.

Understanding of Relevant Objectives & Requirements (Maximum 30 points)

- Proposer’s understanding of key regulations and requirements as it relates to Organics processing facilities.

- Recent and significant experience and strong technical background in the field of expertise relating to the purpose as outlined in the RFP.
- Proposers understanding of current and emerging Organics processing strategies and emerging markets
- Ability and proven experience of working with, and responding to, jurisdiction and communities required to implement regulatory compliance.

Ability to Provide High-Quality, Cost-Effective Services (Maximum 20 points)

- Proposer’s ability to implement innovative management methods and techniques and identify opportunities for the use of such methods and techniques
- Proposer’s subject matter expertise, and how such expertise will assure staff continuity and timely performance of the Services set forth in this RFP.
- Management strategies that will be utilized by the Proposer to achieve the objectives and requirements in an efficient and effective manner.

Interview (Maximum 20 points) - Short Listed Proposers may be invited to meet with the Evaluation Committee. Proposers will be expected to provide a presentation outlining their proposal and responses to committee member questions.

9 PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall be submitted in accordance with the requirements presented in Section 4 – Scope of Services and Section 6 - Operations. All data and information furnished by HWMA or referred to in this RFP are provided for the Proposer’s convenience. The HWMA does not guarantee that such information or data is accurate and assumes no responsibility as to the accuracy of the information. Proposers are encouraged to independently verify the accuracy and interpretation of all such information or data.

9.1 HWMA Contact and Address

Proposers shall submit all correspondences, questions, and the proposal submittal to the following contact individual:

Executive Director
Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA 95501
Telephone number: 707.268.8680
Email: ekeller@hwma.net

9.2 Submittal of Written Questions

HWMA requires Proposer to submit all questions and requests for information in writing (email is acceptable) directly to HWMA at the address listed in Section 9.1. The deadline for submitting written questions and requests for information will be **TBD**

9.3 Proposal Submittal Format

The Proposer shall submit (2) double-sided hard copies of the complete proposal, no later than **3:00 p.m. TBD** in a sealed package. In addition, a thumb drive storage device containing an electronic copy of the proposal in Adobe PDF be submitted in the sealed package. This will be used to distribute to Evaluation Committee members.

Proposals must be printed on 8½” x 11” paper with 30% or greater post-consumer recycled content paper. All pages shall be consecutively numbered.

PROPOSAL TO HWMA FOR
“Registered Professional Forester Services” Submitted By:
(Name of Proposer)

Proposals must be mailed, or hand delivered to HWMA’s Business Office address as cited in Section 9.1. Proposals received after the deadline will not be considered and will be returned unopened to the Proposer. Postmarks will not be accepted as proof of receipt.

9.4 Clarification of Proposal Information

Proposer may be asked to clarify information through written communications and interviews or during site visits of the Proposer’s processing facility. The clarification process may be performed by HWMA staff or Evaluation Committee representatives.

9.5 Presentation to Evaluation Committee and HWMA Board of Directors

One or more Proposers may be invited to present their proposals to the Evaluation Committee and/or the HWMA Board of Directors. Invitations to present will be based on evaluation of the proposals at a time to be determined.

9.6 Selection of Recommended Proposers

After the HWMA Board of Directors selects and approves a Proposer, Agreement negotiations will commence. Upon notification of being selected to negotiate a contract, the Proposer will have fourteen (14) calendar days to provide a surety made payable to the HWMA in the amount of \$50,000 in the form of a cashier’s check or a surety bond naming the HWMA. The purpose of the bond is to guarantee that the Proposer will execute in good faith the Agreement. If the selected Proposer does not execute the Agreement within thirty (30) calendar days after receiving notice of its selection, the HWMA reserves the right to keep the surety to offset potential costs associated with identification of an alternate service provider(s) and schedule delays. Un-cashed checks will be returned to all proposers within ten (10) calendar days after an Agreement is executed.

9.7 Schedule

The Procurement Process schedule is presented in Section 2.4, Table 1.

9.8 Proposal Content

Proposals must be submitted according to the following format and include the following information:

1. Cover letter containing:
 - Name, address, and telephone and fax number of Proposer and key contact person.
 - Description of type of organization (e.g., corporation, partnership) submitting proposal.
 - If teaming arrangement with is proposed, describe past working relationships on similar projects.
 - Name of entity that would sign the Agreement.
 - A statement that you have reviewed the requirements of the project as described in this RFP, its enclosures, and all addenda, by listing all addenda and dates received.
 - The cover letter and Forms must be signed by an officer or agent of the Proposer authorized to bind the Proposer. In signing proposal, the Proposer agrees that the terms of proposal and the cost as submitted by Proposer are firm for a period of one year from proposal due date and assures that a performance bond or other instrument as specified in the Agreement will be issued by the Proposer.
2. Executive summary that highlights the major topics of your qualifications and proposal and clearly states the services the proposal addresses.
3. Responses to all information requested in Section 4. Organize your responses into topics, and address each element following the format outlined below so that all requested information can be readily found.
4. Proposal Outline

Each proposal must address the topics and Scope of Services as stated in Sections 4, 6 and 7 of the RFP in the following format:

- I. Title Page, Cover Letter, Table of Contents, Executive Summary
- II. Company Description, Experience and Qualifications Element

Attachment 1: Agreement template

AGREEMENT BETWEEN HUMBOLDT WASTE MANAGEMENT AUTHORITY AND _____ FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services (“Agreement”) is effective as of _____, by and between the Humboldt Waste Management Authority, a joint powers authority (hereinafter referred to as “Authority”) and _____, a _____ (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, -----; and

WHEREAS, Consultant has the demonstrated qualifications, skills and training necessary to perform the services and the Authority desires to retain Consultant to complete the services based on the terms and conditions below.

NOW THEREFORE, based on the mutual terms, conditions, covenants and agreements recited above and made a material part hereof, the parties agree as follows:

1. Scope of Services.

1.1 *Services Defined.* Consultant agrees to perform services as set out in Exhibit A, “Scope of Work,” attached hereto and incorporated herein (“Services”). Services shall be provided in accordance with the terms and conditions of this Agreement. In the event of conflict between the provisions contained in Sections 1 -18 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1- 18 shall control over those in Exhibit A.

(a) Materials and Equipment. Consultant shall, at its sole cost and expense, furnish all materials and equipment which may be required for performing services pursuant to this Agreement excepting those specifically identified in Exhibit A.

1.2 *Special Conditions.* Consultant shall comply with all additional terms and conditions set forth in Exhibit C “Special Conditions,” if any are required [*check applicable box*]:

_____ Special Conditions _____ No Special Conditions

1.3 *Special Insurance Conditions.* Consultant shall comply with the insurance provisions set forth in Section 10 and all additional terms set forth in Exhibit D “Special Insurance Conditions,” if any are so required [*check applicable box*]:

_____ Special Insurance Conditions _____ No Special Insurance Conditions

2. Compensation for Services, Payment.

2.1 The Authority shall pay Consultant at the rate and basis as set forth in Exhibit B, "Compensation," attached hereto and incorporated herein, not to exceed \$ _____.

2.2 Consultant shall prepare and submit its invoices to the Authority no more than once per month and the final bill upon completion of the Services. For Services billed on a time and materials basis or in installments, Consultant shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by the Authority to pay undisputed invoices within 30 days of receipt. If the Authority disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. The Authority may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

3. **Term.**

3.1 **Commencement.** Services of Consultant shall commence upon full execution of this Agreement by both parties.

3.2 **Time for Completion.** Consultant shall complete all Services in accordance with the time schedule set forth in Exhibit A.

3.3 **Suspension and Termination.**

(a) **Suspension.** At any time and for any reason, the Authority may temporarily suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the Authority has provided written notice to Consultant to re-commence Services.

(b) **Project Termination.** The Authority may for any reason and at any time terminate the project for which Services were engaged and thereby permanently suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement and Consultant shall be entitled to invoice the Authority to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred until the effective date of termination.

3.4 **Delivery of Project Materials to Authority.** Upon the effective date of Services termination, Consultant shall promptly deliver to Authority all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which the Authority has compensated Consultant, and all such material shall become the property of the Authority upon the date of termination.

4. **Professional Standards.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

5. **Independent Contractor Status.** Consultant is performing Services as an independent contractor for the Authority, and is neither an employee nor an agent of the Authority. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of

the services, and Authority's only interest shall be in the results of such Services. Authority's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority's account. This Section shall also apply to any of Consultant's subcontractors.

6. **Document Submission and Title to Documents.** Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the Authority upon delivery. Authority may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
7. **Designation of Representative.** Consultant and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Each party shall provide the name and contact information of its Designated Representative in writing to the other, and either party may change its Designated Representative or contact information by giving written notice to the other party.
8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

Authority:

Eric Keller-Heckman, Executive Director
Humboldt Waste Management Authority,
1059 West Hawthorne Street, Eureka, CA, 95501

Consultant:

9. **Indemnification.** If this Agreement is for design professional services subject to California Civil Code § 2782.8(a) and Consultant is a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, Consultant shall hold harmless, defend and indemnify the Authority, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Authority, except where caused by the active negligence, sole negligence, or willful misconduct of the Authority.

If this Agreement is not for design professional services subject to California Civil Code § 2782.8(a) or Consultant is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, Consultant shall indemnify and hold harmless Authority and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority, and any and all of the Indemnified Parties from and against any liability (including liability from claims, suits, actions, arbitration proceedings, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the same arise out of, are a consequence of, or are attributable to, in whole or in part, negligence of the Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

10. Insurance.

10.1 General Insurance Requirements.

- (a) Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10 and Exhibit D, Special Insurance Provisions, if any. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.
- (b) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the Authority at or prior to the execution of the Agreement.
- (c) All insurance certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the Authority.
- (d) Consultant shall have its insurer endorse the third party general liability coverage to include the Authority as additional insured. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the Authority.
- (e) In the event the Consultant subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract agreement.
- (f) The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.
- (g) The Authority may, in its sole discretion, reduce or waive any insurance coverage requirements provided herein based on an analysis of the availability of insurance coverage for the type of professional consultant retained by this agreement, the type of risk exposure for the Authority, and the financial capability of the Consultant to bear the risk of losses without insurance. Any specific insurance coverage reductions or waivers shall be itemized in Exhibit D.

- 10.2 Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the Services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for not less than \$1,000,000 single limit, any one claim and \$2,000,000 annual aggregate.
- 10.3 Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 10.4 Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 general aggregate.
- 10.5 Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
11. **Dispute Resolution.** The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation.
12. **Time of the Essence.** Time limits stated in this Agreement are of the essence
13. **Governing Law, Venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.
14. **Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
15. **Negotiated Agreement, Interpretation.** This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.
16. **Entire Agreement/Modifications and Amendments.** This Agreement together with all Exhibits (and all attachments thereto) constitutes the entire agreement between the Authority and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any modification of scope, schedule, or budget relating to Services specified in this Agreement must be in writing and must be signed and

dated by both parties prior to the performance of the additional proposed work and expenditure of additional funds for that work.

17. Assignment, Subcontract. Neither party shall assign its rights, interests, duties or obligations under this Agreement without consent from the other party. Consultant may not subcontract Services without prior written consent from Authority. In the event subcontracting is approved, the following shall apply:

- a) Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- b) Each subcontractor shall be obligated to Consultant and the Authority in the same manner and to the same extent as Consultant is obligated to the Authority under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
- c) Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the Authority, Consultant shall provide insurance certificates and endorsements of its subcontractors.

18. Permits, Licenses And Approvals. Consultant shall obtain and maintain throughout the Agreement period all permits, licenses and approvals required by law to perform the Services.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

HUMBOLDT WASTE MANAGEMENT AUTHORITY:

_____ Date: _____
Eric Keller-Heckman , Executive Director

CONSULTANT:

_____ Date: _____
Name:
Title:

Attachment 2: Anti-Collusion Statement Form

The undersigned Proposer has not divulged to, discussed, or compared his/her proposal with other Proposers and has not colluded with any other Proposer or parties to the proposal whatsoever. Proposer acknowledges that all information contained herein is part of the public domain as defined in the guidelines in Section 2.7 Limits on Disclosure of Proposals as stated in the RFP and as governed by the State of California.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

(Please type or print below)

Executed under penalty of perjury on this _____ day of _____, 2023 at _____.

SIGNED BY: _____

TITLE: _____

ORGANIZATION: _____

Subscribed and sworn to before me this _____ day of _____, 2023 at _____.

Notary Public

My Commission expires:

Attachment 3: RFP and Alternatives